

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH DANIEL MORIARTY, TRUSTEE OF THE JOSEPH DANIEL MORIARTY REVOCABLE LIVING TRUST DATED NOVEMBER 7, 2016	06/07/2019
RECEIVING PARTY DATA	
Name:	TOTAL SEAL, INC.
Street Address:	22642 NORTH 15TH AVENUE
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85027
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7267602
Patent Number:	7207870
Patent Number:	6899595
Patent Number:	9334959
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	068450-0041
NAME OF SUBMITTER:	TIMOTHY P. NAILL
SIGNATURE:	/Timothy P. Naill/
DATE SIGNED:	10/02/2019
Total Attachments: 5	
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WORLDWIDE PATENT ASSIGNMENT

This WORLDWIDE PATENT ASSIGNMENT (this "Assignment") is made as of June 7, 2019 (the "Effective Date"), from JOSEPH DANIEL MORIARTY, TRUSTEE OF THE JOSEPH DANIEL MORIARTY REVOCABLE LIVING TRUST DATED NOVEMBER 7, 2016 ("Assignor") to TOTAL SEAL, INC., an Arizona corporation ("Assignee").

RECITALS

A. Pursuant to an Intellectual Property Purchase Agreement dated as of the date hereof (the "IP Purchase Agreement") by and between Assignor and Assignee, Assignee has agreed to purchase certain intellectual property of Assignor, including the Assigned Patents (as defined below).

B. Assignor is the owner of the Assigned Patents.

C. Assignor and Assignee each desire, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title, and interest in and to the Assigned Patents to Assignee.

AGREEMENTS

For valuable consideration, including that set forth in the IP Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Patents. The term "Assigned Patents" means the patents listed in Appendix A attached hereto and made a part hereof, as well as: (a) all rights to claim priority in any Assigned Patents and all rights in and to any and all inventions which are disclosed in any Assigned Patents; (b) any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Patents. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Patents, including the right to claim priority in and to the same.

3. Further Assurances. Assignor (a) further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; (b) agrees to assist Assignee in the prosecution of any assigned patent applications upon Assignee's reasonable request; and (c) shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of

affidavits, declarations, oaths, exhibits, assignments, or other documentation) as may be reasonably required in the implementation of this Assignment, in each case at the expense of Assignee. Assignor warrants that Assignor has the full and unencumbered right to sell, assign, and transfer the Assigned Patents. This Assignment of the Assigned Patents is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

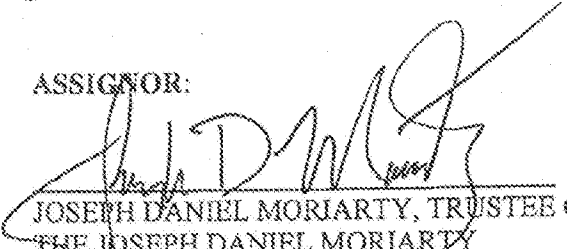
4. Acknowledgment. Reference is made to that certain Settlement Agreement and Patent License dated October 27, 2009 among the Company, Performance Motorsports, Inc. ("PMI") and certain other parties (the "PMI License Agreement"). In accordance with Section 23 of the PMI License Agreement, the parties hereby acknowledge the PMI License Agreement and the rights granted to PMI thereunder.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:


JOSEPH DANIEL MORIARTY, TRUSTEE OF
THE JOSEPH DANIEL MORIARTY
REVOCABLE LIVING TRUST DATED
NOVEMBER 7, 2016

ASSIGNEE:

TOTAL SEAL, INC., an Arizona corporation

BY _____
Its _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

JOSEPH DANIEL MORIARTY, TRUSTEE OF
THE JOSEPH DANIEL MORIARTY
REVOCABLE LIVING TRUST DATED
NOVEMBER 7, 2016

ASSIGNEE:

TOTAL SEAL, INC., an Arizona corporation

BY 

Name: Anders R. Rosenquist

Title: Vice President

Signature Page -- Worldwide Patent Assignment

APPENDIX A

ASSIGNED PATENTS

Patent Number	Expiration Date
U.S. Patent No. 7,267,602	April 18, 2025
U.S. Patent No. 7,207,870	April 18, 2025
U.S. Patent No. 6,899,595	March 28, 2023
U.S. Patent No. 9,334,959	September 4, 2034